IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 2840 OF 1998.

The Mahanagar Telephone Nigam Ltd.,
a Government company, incorporated
under the Companies Act, 1956, and
having its Registered office at
Jeevan Bharti Town No.1, 134,
Cannaught Circus, New Delhi and
having its Bombay Head Office at
Telephone House, Prabhadevi,
Bombay 400 025, and Accounts Office
T.R. S-V among other places at
Telephone Bhavan, Colaba, Bombay
400 005. ... Plaintiff.

Versus.

Anil Kumar Singh,
Anil Communication Centre,
71, Sea View Terrace, Nathalal
Parekh Marg, Opp: Charag Din,
Colaba, Bombay 400 005. ... Defendant.

Ms.Jyoti R.Thakkar for the Plaintiff.

None for the Defendant.

CORAM : ABHAY S.OKA, J.

DATED : 2nd August, 2007.

ORAL JUDGMENT.:

1. The suit is listed under the caption "Undefended Suits for exparte decree". The learned Counsel for the Plaintiff has tendered on record an affidavit of Shri Chandrakant Sakharam Mahajan, the Chief Accounts Officer of the Plaintiff. The affidavit is marked "X" for identification and is taken on record. The Plaintiff has produced 25 telephone bills along with a list. The

said bills along with list are taken on record and marked "Y" (Collectively) for identification.

2. According to the case of the Plaintiff, four telephone connections bearing Telephone Nos.2180110, 2180351, 2183719, and 2180536 were installed for the business of the communication centre of the Defendant. According to the case of the Plaintiff, total 25 telephone bills have remained unpaid by the Defendant.

3. The claim of the Plaintiff in the suit has been duly proved by the affidavit of Shri Chandrakant Sakharam Mahajan. The true copies of the said 25 bills are also placed on record. The claim of the Plaintiff is not controverted by the Defendant by filing a written statement.

4. The Plaintiff has prayed for further interest at the rate of 15% per annum. In the bills which are the subject matter of the claim of the Plaintiff, there is no stipulation regarding payment of interest. Hence further interest will have to be allowed at the rate of 6% per annum.

5. Hence the suit is decreed in terms of prayer clauses (a) to (c) with a modification that the rate of interest will be 6% per annum till payment or

realisation.

6. The Plaintiff will be entitled to the refund of Court fee, if any, in accordance with the law.

7. Certified copy is expedited.

Judge.